

|  |  |   |  |   |                                |
|--|--|---|--|---|--------------------------------|
| <b>SOLICITATION, OFFER AND AWARD</b>   |  | 1. THIS CONTRACT IS A RATED ORDER<br>UNDER DPAS (15 CFR 350) >  |  | RATING  | PAGE OF<br>1   47              |
| 2. CONTRACT NO.  |  | 3. SCREENING INFORMATION<br>REQUEST NO.<br><b>DTFAAC-12-R-03334</b>   |  | 4. TYPE OF SOLICITATION<br><input checked="" type="checkbox"/> NEGOTIATED (RFO) | 5. DATE ISSUED<br>19 June 2012 |
| 7. ISSUED BY<br>FAA, Acquisition Division (AMQ-310)<br>Multi-Purpose Building, Room 313<br>6500 South MacArthur Boulevard<br>P.O. Box 25082<br>Oklahoma City, OK 73169 |  | 8. ADDRESS OFFER TO (If other than Item 7)<br>FAA, Customer Service Desk<br>Multi-Purpose Building, Room 313<br>6500 South MacArthur Boulevard<br>P.O. Box 25082<br>Oklahoma City, OK 73169 |  | 6. REQUISITION/PURCHASE<br><br>(FAA Internal Use Only)                          |                                |

SINGLE AWARD INDEFINITE

SOLICITATION: King Air Be-300 w/Proline avionics  
Pilot Qualification TrainingDELIVERY/REQUIREMENTS FULL AND OPEN  
COMPETITIVE PROCEDURES

9. Sealed offers in original and 1 copies (2 total) for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 313, Multi-Purpose Building until 3:00 local time 19 July 2012  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision No. 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

|                                |                          |   |
|--------------------------------|--------------------------|---|
| 10. FOR INFORMATION<br>CALL: > | A. NAME<br>Harold Hannah | B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)<br>405-954-7853 harold.hannah@faa.gov |
|--------------------------------|--------------------------|---|

## 11. TABLE OF CONTENTS

| (a)                   | SEC | DESCRIPTION                           | PAGE(S) | (a)  | SE | DESCRIPTION  | PAGE(S) |
|-----------------------|-----|---------------------------------------|---------|--|----|--|---------|
| PART I - THE SCHEDULE |     |                                       |         | PART II - CONTRACT CLAUSES                               |    |  |         |
| X                     | A   | SOLICITATION/CONTRACT FORM            | 1       | X  | I  | CONTRACT CLAUSES   | 15-23   |
| X                     | B   | SUPPLIES OR SERVICES AND PRICES/COSTS | 2-4     | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. |    |  |         |
| X                     | C   | DESCRIPTION/SPECS/WORK STATEMENT      | 5-9     | X  | J  | LIST OF ATTACHMENTS  | 24      |
| X                     | D   | PACKAGING AND MARKING                 | 10      | PART IV - REPRESENTATIONS AND INSTRUCTIONS               |    |  |         |
| X                     | E   | INSPECTION AND ACCEPTANCE             | 10      | X  | K  | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS | 26-32   |
| X                     | F   | DELIVERIES OR PERFORMANCE             | 10-11   |  | L  | INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS                | 33-42   |
| X                     | G   | CONTRACT ADMINISTRATION DATA          | 12-13   | X  | M  | EVALUATION FACTORS FOR AWARD                                     | 43-47   |
| X                     | H   | SPECIAL CONTRACT REQUIREMENTS         | 13-14   |  |    |  |         |

## OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (**60 calendar days unless a different period is inserted by the offeror**) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

|   |      |  |                       |  |                    |
|---|------|--|-----------------------|--|--------------------|
| 13. DISCOUNT FOR PROMPT PAYMENT<br>(See Section I, AMS Clause No. 3.3.1-6) >  |      | 10 CALENDAR DAYS<br>%  | 20 CALENDAR DAYS<br>% | 30 CALENDAR DAYS<br>%  | CALENDAR DAYS<br>% |
| 14. ACKNOWLEDGMENT OF AMENDMENTS<br>(The offeror acknowledges receipt of amendments to the REQUEST for offerors and related documents numbered and dated: |      | AMENDMENT NO.  | DATE                  | AMENDMENT NO.  | DATE               |
|   |      |  |                       |  |                    |
|   |      |  |                       |  |                    |
| 15A. NAME AND ADDRESS OF OFFEROR  | CODE | FACILITY   |                       | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER<br>(Type or print) |                    |
| 15B. TELEPHONE NO. (Include area code)  |      | 15C. CHECK IF REMITTANCE ADDRESS<br><input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. |                       | 17. SIGNATURE  | 18. OFFER DATE     |

## AWARD (To be completed by Government)

|  |  |  |   |                |
|--|--|--|---|----------------|
| 19. ACCEPTED AS TO ITEMS NUMBERED  |  | 20. ESTIMATED AMOUNT   | 21. ACCOUNTING AND APPROPRIATION<br>To be funded on individual Delivery Orders<br>(4 COPIES UNLESS OTHERWISE SPECIFIED) >                                       |                |
| 24. ADMINISTERED BY (If other than Item 7)<br>FAA, AMT Contract Management Team (AMQ-340)<br>6500 South MacArthur Boulevard, MPB Bldg, Rm. 313<br>P.O. Box 25082<br>Oklahoma City, OK 73125-4932 |  | CODE   | 25. PAYMENT WILL BE MADE BY<br>FAA, Financial Operations Division (AMZ-100)<br>6500 South MacArthur Boulevard<br>P.O. Box 25082<br>Oklahoma City, OK 73125-4304 |                |
| 26. NAME OF CONTRACTING OFFICER (Type or print)  |  | 27. UNITED STATES OF AMERICA<br>(Signature of Contracting Officer) |   | 28. AWARD DATE |

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**PART I - SECTION B**

In accordance with the requirements, specifications, terms, conditions, and provisions contained herein, provide pilot training set forth in the Section C, Performance Work Statement (PWS), in support of Federal Aviation Administration, Aviation System Standards, AVN, requirements. This effort is for FAA Initial and Recurrent Pilot Training on Hawker Beechcraft 300 Super King Air with Pro Line 21 Avionics.

|                                      |  | <b>Base Period</b><br>12/12/2013 - 12/11/2014 |                        |                   |                       |
|--------------------------------------|--|---|------------------------|-------------------|-----------------------|
| <b>Supplies / Services</b>           |  | <b>Estimated Quantity</b>                     | <b>Unit of Measure</b> | <b>Unit Price</b> | <b>Total</b>          |
| CLIN 001                             | BE-300 Initial Pilot Training (Including 100% check)   | 4   | Student @              | _____             | _____                 |
|                                      | <b>Contractor's Proposed Training Hours</b>  |   |                        |                   |                       |
|                                      | a. Ground School   | _____   |                        |                   |                       |
|                                      | b. Level "D" Simulator   | _____   |                        |                   |                       |
| CLIN 002                             | BE-300 Recurrent Pilot Training  | 22  | Student @              | _____             | _____                 |
|                                      | <b>Contractor's Proposed Training Hours</b>  |   |                        |                   |                       |
|                                      | a. Ground School   | _____   |                        |                   |                       |
|                                      | b. Level "D" Simulator   | _____   |                        |                   |                       |
| CLIN 003                             | Supplementary Training Hours   |   |                        |                   |                       |
|                                      | a. Ground School   | 40  | hour @                 | _____             | _____                 |
|                                      | b. Level "D" Simulator   | 10  | hour @                 | _____             | _____                 |
| CLIN 004                             | Initial Proline 21 Avionics Suite Differences Training   | 10  | Student @              | _____             | _____                 |
|                                      | <b>Training Hours</b>  |   |                        |                   |                       |
|                                      | a. Ground School   | 8   |                        |                   |                       |
| CLIN 005                             | Flight Check-Second in Command   | 2   | Per Check @            | _____             | _____                 |
|                                      | Contractor to provide an instructor for all check rides where only 1 FAA student is available. |   |                        |                   |                       |
| CLIN 006                             | Data and Reports   |   |                        |                   | Not Separately Priced |
|                                      | In accordance with Performance Work Statement (Section C) and CDRLS (Section J)                |   |                        |                   |                       |
| <b>Base Period Total (CLINs 1-6)</b> |  |   |                        |                   | _____                 |

**First Option Period**  
**12/12/2014 - 12/11/2015**

| <b>Supplies / Services</b> |  | <b>Estimated<br/>Quantity</b> | <b>Unit of<br/>Measure</b> | <b>Unit Price</b> | <b>Total</b>          |
|----------------------------|--|-------------------------------|----------------------------|-------------------|-----------------------|
| CLIN 007                   | BE-300 Initial Pilot Training (Including 100% check)   | 4                             | Student @                  | _____             | _____                 |
|                            | <b>Contractor's<br/>Proposed<br/>Training Hours</b>  |                               |                            |                   |                       |
|                            | a. Ground School   |                               |                            |                   |                       |
|                            | b. Level "D" Simulator   |                               |                            |                   |                       |
| CLIN 008                   | BE-300 Recurrent Pilot Training  | 32                            | Student @                  | _____             | _____                 |
|                            | <b>Contractor's<br/>Proposed<br/>Training Hours</b>  |                               |                            |                   |                       |
|                            | a. Ground School   |                               |                            |                   |                       |
|                            | b. Level "D" Simulator   |                               |                            |                   |                       |
| CLIN 009                   | Supplementary Training Hours   |                               |                            |                   |                       |
|                            | a. Ground School   | 40                            | hour @                     | _____             | _____                 |
|                            | b. Level "D" Simulator   | 10                            | hour @                     | _____             | _____                 |
| CLIN 010                   | Initial Proline 21 Avionics Suite Differences Training   | 13                            | Student @                  | _____             | _____                 |
|                            | <b>Training Hours</b>  |                               |                            |                   |                       |
|                            | a. Ground School   | 8                             |                            |                   |                       |
| CLIN 011                   | Flight Check-Second in Command   | 2                             | Per Check @                | _____             | _____                 |
|                            | Contractor to provide an instructor for all check rides where only 1 FAA student is available. |                               |                            |                   |                       |
| CLIN 012                   | Data and Reports   |                               |                            |                   | Not Separately Priced |
|                            | In accordance with Performance Work Statement (Section C) and CDRLS (Section J)                |                               |                            |                   |                       |

**First Option Period Total (CLINs 7-12)**

\_\_\_\_\_

**Second Option Period**  
**12/12/2015 - 12/10/2016**

| <b>Supplies / Services</b>   | <b>Estimated Quantity</b> | <b>Unit of Measure</b> | <b>Unit Price</b>     | <b>Total</b> |
|--|---------------------------|------------------------|-----------------------|--------------|
| CLIN 013 BE-300 Initial Pilot Training (Including 100% check)                                  | 4                         | Student @              | _____                 | _____        |
| <b>Contractor's Proposed Training Hours</b>  |                           |                        |                       |              |
| a. Ground School   | _____                     |                        |                       |              |
| b. Level "D" Simulator   | _____                     |                        |                       |              |
| CLIN 014 BE-300 Recurrent Pilot Training   | 45                        | Student @              | _____                 | _____        |
| <b>Contractor's Proposed Training Hours</b>  |                           |                        |                       |              |
| a. Ground School   | _____                     |                        |                       |              |
| b. Level "D" Simulator   | _____                     |                        |                       |              |
| CLIN 015 Supplementary Training Hours  |                           |                        |                       |              |
| a. Ground School   | 40                        | hour @                 | _____                 | _____        |
| b. Level "D" Simulator   | 10                        | hour @                 | _____                 | _____        |
| CLIN 016 Initial Proline 21 Avionics Suite Differences Training                                | 19                        | Student @              | _____                 | _____        |
| <b>Training Hours</b>  |                           |                        |                       |              |
| a. Ground School   | 8                         |                        |                       |              |
| CLIN 017 Flight Check-Second in Command  | 2                         | Per Check @            | _____                 | _____        |
| Contractor to provide an instructor for all check rides where only 1 FAA student is available. |                           |                        |                       |              |
| CLIN 018 Data and Reports  |                           |                        | Not Separately Priced |              |
| In accordance with Performance Work Statement (Section C) and CDRLS (Section J)                |                           |                        |                       |              |
| <b>Second Option Period Total (CLINs 13-18)</b>  |                           |                        |                       | _____        |
| <b>Multiple Year Total (Total Estimated Value)</b>   |                           |                        |                       | _____        |

**PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT****PERFORMANCE WORK STATEMENT  
Pilot Training****C.1.0 INTRODUCTION**

The contractor will provide initial avionics and initial/recurrent ground school and simulator training for the Federal Aviation Administration (FAA), Flight Inspection Services (FIS) pilots in aircraft types identified in Section B, Supplies, Services, and Prices/Cost, and in accordance with:

- a. Title 14 Code of Federal Regulations (CFR) Part 135 and 142.
- b. Terms and conditions of the contract.

**C.1.1 SCOPE OF WORK**

This Performance Work Statement (PWS) defines FIS's requirements for pilot training.

C.1.1.1 The contractor must conduct initial, enhanced recurrent and recurrent training/qualification for FAA / FIS pilots in an FAA approved simulator. All training must be provided within the contiguous United States (CONUS) or Canada.

C.1.1.2 The Government will make every effort to enroll two pilots per class. The Contractor must provide concurrent training together at the left Pilot in Command (PIC) seat and the right (SIC) seat positions during simulator training. If FIS crew pairing is not possible, flight time in the right seat may be reduced by the Contracting Officer (CO) or by the Contracting Officer's Technical Representative (COTR) upon written authorization. The minimum required simulator training device times are "per pilot in the left seat." For example, during recurrent training, a requirement of 6 hours simulator training per pilot would mean a total of 12 hours of simulator training required for a two pilot class. FIS will contact the contractor to schedule training courses and dates as far in advance as possible. If supplementary training is required, the FIS Training Manager / COTR will approve supplementary training in advance on a case-by case basis.

**C.1.2 QUALITY ASSURANCE**

The contractor will permit FIS to perform unannounced monitoring of ground and simulator session(s) presented by the contractor when FIS has a student enrolled in training. This will be conducted at no additional cost to the Government.

C.1.2.1 The FAA Contracting Officer (CO) will designate in writing the Contracting Officer's Technical Representative (COTR)/Contracting Officer Representative (COR), who will provide direction within the technical and administrative scope of this Performance Work Statement as authorized in writing by the CO.

### C.1.3 DEFINITION OF TERMS

The following definitions define the terminology contained herein and are applicable as required by the Federal Aviation Regulations (FAR's):

- a. **Approved Simulator:** A mechanical and/or electronic device that simulates the full flight characteristics, navigation capability, and all systems malfunction characteristics of a King Air Be-300 series aircraft equipped with the Collins Pro Line 21 avionics suite. It shall duplicate the aircraft cockpit throughout with precision. It shall have at least three axis motion. It shall have a visual system capable of both day and night operations. The simulator must be Level D or higher and be approved by the FAA in accordance with 14 CFR Parts 60,135 & 142 and AC 120-40.
- b. **Approved Avionics Lab/Cockpit Training Device:** A mechanical and/or electronic device that simulates a specific type and model aircraft to provide realistic flight deck environment, instrument responses, systems and performance, and flight characteristics of the aircraft.
- c. **Crew Concept:** When one pilot is receiving left Pilot-In-Command (PIC) seat training in a simulator, the other pilot will receive right Second-In-Command (SIC) seat training.
- d. **Dry Lease Simulator:** Simulator without a contract instructor/evaluator. FAA provides the instructor/evaluator.
- e. **FIS Instructor/Evaluator:** FIS instructor/evaluator used with Dry Lease requirements.
- f. **CONUS:** Lower 48 contiguous states of the United States of America
- g. **FIS:** Flight Inspection Services/FAA Flight Inspection Operations Group

### C.1.4 GOVERNMENT FURNISHED PROPERTY/SERVICES

FIS shall provide a current pilot operating handbook and single-card checklist for use by FIS crews during recurrent and enhanced recurrent training.

### C.1.5 CONTRACTOR FURNISHED SERVICE

- a. The contractor must be certified in accordance with 14 CFR Part 142 and provide training service, aids, and facilities that meet or exceed the requirements of 14 CFR Part 135 and 142 and other applicable regulations.
- b. Badges - Crewmember badges must identify the student as "Flight Inspection Services-crewmembers name - Aircraft Type".

### C.1.6 REQUIREMENTS

- C.1.6.1 All initial and recurrent training will be conducted in an approved simulator as defined in paragraph 1.3. All pilot training will be conducted in accordance with FIS's approved training program, 14 CFR Parts 135 and 142. Initial avionics training will be conducted in an approved avionics lab or cockpit training device.
- C.1.6.2 **Initial Pilot Qualifications:** The contractor must provide the simulator and training necessary to enable the FIS pilot to pass the practical test to Airline Transport Pilot (ATP) Standards for a type rating on subject airplane, in accordance with applicable FAR requirements and FIS

approved training program. All training will be conducted by approved instructors. The contractor will provide the following:

- a. Initial pilot qualification ground school.
- b. Initial pilot qualification simulator training including an FAA Part 135 Practical Test to ATP Standards.
- c. Flight training and testing for ATP Certification, if required.
- d. A 100% proficiency check to 14 CFR Part 135 standards resulting in an aircraft type rating.

C.1.6.3 Recurrent Pilot Qualification: The contractor must provide training to enable the FIS pilot to remain proficient in aircraft systems and procedures and to complete the FIS FAA approved recurrent program to ATP Standards on subject aircraft. This will be in accordance with the applicable regulations and FIS's Approved Training Program using FIS's standard operating procedures, Flight Aircrew Checklists and manuals. All training will be conducted by approved instructors. The contractor will provide the following:

- a. Recurrent aircraft systems ground school.
- b. Recurrent pilot simulator training including 100% proficiency check to 14 CFR Part 135 standards.

C.1.6.3.1 FIS reserves the right to conduct proficiency checks in FIS aircraft following flight training conducted in a simulator that meets the requirement of FIS's approved training program. The price paid to the contractor will be reduced by the number of hours as provided in the approved curriculum required to conduct the proficiency check.

C.1.6.3.2 Recurrent training will consist of a minimum of sixteen (16) hours ground instruction and \*twelve (12) hours flight training (6 hrs left seat and \*\*6 hours right seat). All recurrent training will be conducted to follow the normal scheduling, training flow, and training day profiles/events for all the vendor's KA350 PL21 training programs being offered.

\*Includes time required to conduct proficiency check

\*\*Right seat time requirement may be reduced with approval of the CO, COR or COTR.

C.1.6.4 Initial Avionics Pilot Qualification: The contractor must provide an additional training session of ground instruction devoted solely to the ProLine 21 avionics system. This additional training session will be conducted prior to and concurrently with the Recurrent Pilot Qualification course. All training will be conducted by approved instructors knowledgeable and proficient in the ProLine 21 system operation and will use an approved avionics lab or cockpit training device that duplicates the ProLine 21 system displays and operation.

C.1.6.5 Supplementary Training Hours: The Contracting Officer, or COTR as authorized in writing by the CO, may authorize hours in addition to those specified under the Initial and Recurrent Pilot Qualifications Training when required by the individual pilot to successfully complete a type rating practical test or proficiency check. The contractor must provide the approved supplemental training, at the priced hourly rate in accordance with Section B, Supplemental Training CLINs, per individual aircraft type specified therein.

C.1.6.6 The contractor will provide additional simulator training sessions to include approved instructors and check airmen, as required, to conduct 14 CFR Part 135 .293 & .297 proficiency checks in accordance with FIS's approved training program. These sessions will be stand-

alone sessions and will not be in conjunction with pilot initial or recurrent training. The contractor must provide the approved supplemental training, at the priced hourly rate in accordance with Section B, Supplemental Training CLINs, per individual aircraft type specified therein.

**C.1.7 GENERAL TRAINING REQUIREMENTS**

- C.1.7.1 All training must comply with FIS's training program that has been approved by the FAA under 14 CFR Part 135.
- C.1.7.2 The contractor must provide instructors and check airmen who have a thorough knowledge of all FIS aircraft systems, normal and emergency procedures, and operational techniques. (See CDRL A0001)
- C.1.7.3 The contractor must provide names of simulator instructors to the COTR and FIS regulatory compliance personnel for FIS Director of Operations approval.
- C.1.7.4 The contractor will provide to the COTR and FIS regulatory compliance personnel all documentation required by FIS's Primary Operations Inspector (POI) for approval of contract check airmen.
- C.1.7.5 The contractor shall not permit non-approved check airmen to conduct initial type checks or proficiency checks on FIS pilots.
- C.1.7.6 Initial training must include the availability of a ProLine 21-equipped avionics lab or BE-30 Cockpit Training Device.
- C.1.7.7 All simulator training will conform to the Principles of "Crew Concept" and Crew Resource Management (CRM) integration.
- C.1.7.8 The contractor must provide a training manual for each FIS pilot at Initial Pilot Qualification training. The contractor must provide access to current manuals to each FIS pilot for use during subsequent recurrent training.
- C.1.7.9 The Government will designate FIS pilots who are to report to the contractor's facility for training. In the event the FIS pilot fails to report as scheduled, the contractor must promptly notify the FIS COR or COTR. FIS may cancel a training date with two (2) weeks notice prior to the scheduled training date at no cost to the Government.
- C.1.7.10 Any changes to the training schedule made by the contractor must be coordinated with the FIS COR or COTR as soon as possible, but no less than thirty days prior to the scheduled training date.
- C.1.7.11 The contractor must provide all training necessary to enable the FIS pilot to pass the appropriate pilot Practical Test or proficiency training/checking as applicable. If the FIS pilot cannot complete the training or has not passed the applicable pilot practical test or proficiency training/checking, the contractor must withhold further training and promptly notify the FIS COTR or COR who has the authority to authorize additional training.
- C.1.7.12 Upon successful completion of an initial type check, all FAA-required documentation shall be forwarded to the FIS POI within 7 business days or less if directed by applicable regulation.
- C.1.7.13 Upon successful completion of training, the contractor shall forward FIS- approved documentation through electronic means as determined by FIS to the COR and COTR no later than 3 business days after completion of training. The contractor and all sub-contractors will use the same form for documentation of all FAR Part 135 checkride events. Upon completion



of the training, the contractor must require each trainee to complete an end-of-course critique. (SEE CDRL A002)

- C.1.7.14 The contractor must provide 80 percent of all training between 6:00 am and 10:00 pm. Twenty percent of all training will be allowed to be conducted between the hours of 6:00 am and midnight. In these instances, the duty day will end at midnight. No more than a two hour break will be allowed during the training day and once established, the training hours will remain consistent throughout the training week (i.e. training ending at midnight will not be followed by an 8:00 am start time the next day.)
- C.1.7.15 The contractor will provide single points of contact for scheduling, regulatory compliance, and invoicing communications.
- C.1.7.16 All training centers/facilities providing training to FIS pilots through a sub-contract with the primary contractor will abide by all terms of this contract and will be approved by the FIS Director of Operations. All sub-contractors will be identified prior to the award of any contract. The contractor will be responsible for communicating with and providing oversight of all sub-contractors to ensure that all requirements are being met
- C.1.7.17 A single, uniform initial and recurrent training curriculum per aircraft type shall be provided with the contract proposal. The contractor shall change the training curriculum to comply with FIS's approved operations specifications and approved training program. Updates will be made throughout the life of the contract. (See CDRL A003)

All FIS crewmembers who attend recurrent training alone, or are otherwise scheduled to take an FAR Part 135 recurrent proficiency check alone, will be provided a current instructor who is type-rated in that particular aircraft to serve as the second-in-command during the FAR Part 135.293 & .297 proficiency check.

**PART I - SECTION D - PACKAGING AND MARKING**

NOT APPLICABLE

**PART I - SECTION E - INSPECTION AND ACCEPTANCE****E.1 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997) CLA.1908**

- (a) Final inspection and acceptance shall be at destination.
- (b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause entitled .

**E.2 AMS 3.1-1 Clauses and Provisions Incorporated by reference (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

**AMS 3.10.4-4 Inspection of Services – Both Fixed-Price & Cost Reimbursement (April 1996)**

**PART I - SECTION F - DELIVERIES OR PERFORMANCE****F.1 AUTHORIZED PERFORMANCE (JAN 1997) CLA 0168**

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

**F.2 PRINCIPAL PLACE OF TRAINING (JAN 1997) CLA 0180R**

The contractor shall enter below the principal place of performance where ground school training will be conducted. In the event flight/simulator training is conducted at a location other than where the ground school is located, the contractor shall furnish all necessary transportation to these location(s). If air transportation is arranged by the contractor, such transportation shall consist of a confirmed reservation in "coach" class as a minimum for each student.

| Type of Training | Location (City and State) |
|------------------|---------------------------|
| Ground School    | _____                     |
| Flight School    | _____                     |

**F.3 TRAINING SCHEDULE (OCT 2006)****CLA 0241**

- (a) The contractor shall start the training described in this contract within **30 calendar days** after receipt of either an oral or written notice from the Contracting Officer that a requirement exists to furnish such training.
- (b) Exact training dates will be by mutual agreement of both parties. In the event of conflict, such as equipment malfunction, weather, unavailability of FAA pilots or aircraft, training dates will be rescheduled to other mutually agreeable dates.

**F.4 CHANGE TO INDIVIDUAL DELIVERY ORDER SCHEDULE****CLA.1137R**

(a) The delivery schedule(s) of all delivery orders issued hereunder shall be established in accordance with the terms of the contract.

(b) In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government, Contracting Officer, and the Contractor may at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery order(s) shall be amended in writing accordingly.

(c) A delivery order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.

(d) This clause shall not limit the Government's rights under the Default clause.

**F.5 CONTRACT PERIOD (JAN 1997)****CLA 1604R**

The effective period of this contract is 1 year from date of award (or beginning date in section B whichever is later), plus two 1-year options, if exercised.

**F.6 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

**AMS 3.10.1-9 Stop-Work Order** (October 1996)

**AMS 3.10.1-24 Notice of Delay** (February 2009)

**AMS 3.11-34 F.O.B. Destination** (April 1999)

**(REMAINDER OF PAGE LEFT BLANK)**

## **PART I - SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 ACCOUNTING AND APPROPRIATION DATA**

Accounting and appropriation data will be set forth on individual delivery orders issued hereunder.

### **G.2 OPTION TO EXTEND SERVICES (JAN 1997)**

**CLA 0116**

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

### **G.3 INVOICING PROCEDURES - GENERAL (JAN 2002)**

**CLA.0135**

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

(1) The original to:

FAA, Mike Monroney Aeronautical Center  
Financial Operations Division (AMZ-I00)  
P.O. Box 25710  
Oklahoma City, OK 73125-4913

(2) Two copies to:

FAA, Mike Monroney Aeronautical Center  
Contract Management Team (AMQ-340)  
P.O. Box 25082  
Oklahoma City, OK 73125

(3) Two copies to:

One copy to:  
FAA, Mike Monroney Aeronautical Center  
AJW-33, Kathy Mclemore  
P.O. Box 25082  
Oklahoma City, OK 73125

(4) One copy of invoice(s) and Certificate of Training to:

FAA Flight Inspection Training Sub-Team, (AJW-3341)  
P.O. Box 25082  
Oklahoma City, OK 73125

(b) Each invoice shall highlight the following information:

- (1) Contract number and applicable Delivery Order number.
- (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
- (3) Extended totals for invoiced quantities.
- (4) Properly executed "Certificate of Training – Contractor's Format,"

(c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

**G.4 WARRANTY - COMMERCIAL PRODUCTS AND SERVICES (JUN 2006)****CLA.4529**

The contractor's standard commercial warranty shall be deemed to be a part of this contract unless otherwise specified. If the contractor does not have a standard warranty, the warranty provisions of UCC Article 2 shall apply.

**G.5 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

**G.6 AMS 3.10.1-22 Contracting Officer's Representative (April 2012)****PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS****H.1 NOTIFICATION OF ABSENCE, ILLNESS, INJURY, OR DEATH OF FAA STUDENTS (JAN 1997)****CLA 0148**

Procedures for communicating student absences, serious illness, injuries, or death to a FAA student shall be as follows:

- (a) In the event that a FAA student has been scheduled for training and does not arrive to begin training by noon local time, the contractor shall immediately notify the designated Training Coordinator's (TC) office.
- (b) In the event an FAA student is absent from class for any reason and has not notified the instructor in charge, the contractor shall immediately notify the TC's office.
- (c) Whenever a student becomes ill or is injured, the contractor shall immediately notify the TC's office.
- (d) In the case of the death of a student, the contractor shall contact immediately the student's home duty office and the TC's office.

**H.2 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APR 1998)****CLA 4540**

- (a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.
- (b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes"; the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

**H.3 NOTICE OF CONTRACTOR TESTIMONY (SEP 2006)****CLA 4555**

- (a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or

under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

#### **H.4 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEP 2006)**

**CLA 4557**

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

#### **H.6 AMS 3.1.9-1 Electronic Commerce and Signature (July 2007)**

(a) The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between

- i. Contracts written on paper and contracts in electronic form;
- ii. Pen-and-ink signatures and electronic signatures; and
- iii. Other legally-required written records and the same information in electronic form.

(b) With the submission of an offer, the offeror acknowledges and accepts the utilization of electronic commerce as part of the requirements of this solicitation and the resultant contract.

(c) With the submission of an offer, the offeror understands the means of electronic commerce authorized under this contract is electronic mail (e-mail).

(d) With the submission of an offer, the contractor understands that the portions of the contract authorized for the usage of electronic commerce are all contract actions.

(e) The use of electronic signature technology is not authorized under this solicitation and the resulting contract.

(f) To ensure the authenticity, integrity, and reliability of the documents and data in the authorized system, the contractor will ensure that only authorized personnel have access and that applicable security standards are fully followed and upheld. A listing of personnel authorized to have access will be provided to the Contracting Officer (CO) within 15 calendar days from the date of award, and an updated listing will be forwarded to the CO whenever a change in authorized personnel has occurred.

## **PART II - SECTION I - CONTRACT CLAUSES**

### **I.1 AVAILABILITY OF AIRCRAFT / SIMULATOR (NOVEMBER 2006)**

**CLA.1029**

(a) Should the aircraft/simulator intended for training purposes under this contract become unavailable, the contractor shall review all available aviation-related sources to acquire a replacement aircraft/simulator. Competition shall be sought to the maximum degree possible. The contractor shall make all reasonable efforts to acquire a replacement aircraft/simulator within 45 days of the date that the original training aircraft/simulator became unavailable. If the contractor is unable to acquire another aircraft/simulator that is acceptable for flight training, the contractor shall notify the contracting officer and furnish the same with a written summary of:

- (1) the contacts made by the contractor in seeking a replacement aircraft/simulator, and
- (2) the responses to inquiries made by the contractor.

Upon the contractor's notification to the contracting officer, the FAA may likewise review alternative sources for a suitable replacement, suggest possible sources to the contractor, and/or furnish an aircraft/simulator as Government-Furnished Property (GFP).

(b) The inability of the contractor to acquire a replacement aircraft/simulator, following the exhaustion of all reasonably viable sources, shall be regarded as beyond the control of the contractor and not due to negligence on the part of the contractor, and will not be a basis for termination of the contract for default. If this situation does occur, the Government will have the following options:

(1) Continue the contract with ground school and simulator training at the rates specified in Part I, Section B, less all costs associated with the flight portion of the training (e.g., aircraft/simulator rental/lease, flight instructor, etc.).

(2) Terminate the contract for convenience in accordance with AMS 3.10.6-1, Termination for Convenience of the Government (Fixed-Price) as applicable in Part II, Section I. Termination for convenience due to aircraft/simulator unavailability shall not be a basis for claims for compensation other than that already owed to the contractor for training completed prior to termination.

### **I.2 ORAL AND WRITTEN TELECOMMUNICATION ORDERS (JAN 1997)**

**CLA.1035R**

Oral and written telecommunication orders are authorized only by the Contracting Officer. This method of ordering shall be used to fulfill emergency requirements and will be followed by a written order.

### **I.3 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997)**

**CLA.3211**

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor

### **I.4 AMS 3.1.7-6 Disclosure of Certain Employee Relationships (July 2009)**

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee

subject to this clause:

- (1) The names of all Subject Individuals who:
    - (i) participated in preparation of proposals for award; or
    - (ii) are planned to be used during performance; or
    - (iii) are used during performance; and
  - (2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:
    - (i) the award; or
    - ii) their retention by the contractor; and
  - (3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and
  - (4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.
- (c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.
- (d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.
- (e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.
- (f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:
- (1) Termination of the contract.
  - (2) Exclusion from subsequent FAA contracts.
  - (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.
- (g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

#### ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

☐ A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

☐ No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_



**I.5 AMS 3.2.4-16 ORDERING (OCT 2011)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract. Such orders may be issued from date of contract award through the expiration date of the contract or any options exercised thereto.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders issued by facsimile, email or other electronic commerce methods are considered "issued" when the Government sends the order. Orders may be issued orally only if authorized in the contract.

**I.6 AMS 3.2.4-17 ORDER LIMITATIONS (OCT 1996)**

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the minimum hours required to train one inspector, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor-
  - (1) Any order for a single item in excess of 100 students;
  - (2) Any order for a combination of items in excess of the estimated annual requirement; or
  - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**I.7 AMS 3.2.4-19 REQUIREMENTS (OCT 1996)**

- (a) This is a requirements contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the delivery date required by order(s) placed within the ordering period.

#### **I.8 AMS 3.2.4-35      OPTION TO EXTEND THE TERM OF THE CONTRACT (APR 1996)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within the present term of the contract; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years and 6 months.

#### **I.9 AMS 3.3.1-11      AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1996)**

Funds are not presently available for performance under this contract beyond September 30th, 2010. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond September 30<sup>th</sup>, 2010, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

#### **I.10 AMS 3.3.1-33      CENTRAL CONTRACTOR REGISTRATION (JAN 2008)**

- (a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 numbers, into the CCR database.

- (b)
  - (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
  - (2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 numbers that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number
    - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or
    - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
  - (2) The offeror should be prepared to provide the following information:
    - (i) Company legal business.
    - (ii) Trade-style, doing business, or other name by which your entity is commonly recognized.
    - (iii) Company Physical Street Address, City, State, and ZIP Code.
    - (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
    - (v) Company Telephone Number.
    - (vi) Date the company was started.
    - (vii) Number of employees at your location.
    - (viii) Chief executive officer/key manager.
    - (ix) Line of business (industry).
    - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successfully registered offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)
- (1)
    - (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:
      - (A) change the name in the CCR database;
      - (B) comply with the requirements of T3.10.1.A-8; and
      - (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.
    - (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

#### **I.11 AMS 3.3.1-36 Availability of Funds- Option Periods under a Continuing Resolution (April 2008)**

Due to the possibility of the enactment of a continuing resolution in lieu of an annual appropriation, full fiscal year funding may not be available for an entire contract option period. In the event of a continuing resolution, FAA will only be liable for an amount based on the time period specified by the continuing resolution. The amount of funds made available by the continuing resolution will be specified by subsequent modification. If the contractor provides services in excess of the funded amount or beyond the covered period, the contractor does so at its own risk.

#### **I.12 AMS 3.6.2-14 Employment Reports on Veterans (January 2011)**

(a) Unless the contractor is a State or local government agency, the contractor must report at least annually, as required by the Secretary of Labor, on:

- (1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans,
- (2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and
- (3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(b) The above items must be reported by completing the form titled 'Federal Contractor Veterans' Employment Report VETS-100A.'

(c) Reports shall be submitted no later than September 30 of each year.

(d) The employment activity report required by paragraph (a)(2) of this clause must reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause must be based on data known to the contractor when completing the VETS-100A. The Contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve the employer of liability for a determination under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

**I.13 AMS 3.6.2-41 EMPLOYMENT ELIGIBILITY VERIFICATION (SEPTEMBER 2009)****(a) Definitions:**

Employee assigned to the contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the Employment Eligibility Verification clause. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

**(b) Enrollment and verification requirements.**

(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security's Employment Eligibility Verification system (E-Verify) at time of contract award, the Contractor shall--

- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

- (i) All new employees.

(A) Enrolled 90 calendar days or more.

The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the

contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal

agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only

to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official by the terminating agency.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is suspended or debarred as a result of the MOU termination, the contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than \$3,000 and includes work that is performed inside of the United States.

#### **I.14 AMS 3.13-1 Approval of Contract (October 2001)**

This contract is subject to the written approval of a Federal Aviation Administration Contracting Officer and shall not be binding until so approved.

#### **I.15 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

**AMS 3.1.7-1 Exclusion from Future Agency Contracts (August 1997)**

**AMS 3.1.7-2 Organizational Conflicts of Interest (August 1997)**

**AMS 3.1.7-4 Organizational Conflict of Interest - Mitigation Plan Required (April 2012)**

**AMS 3.1.7-5 Disclosure of Conflicts of Interest (March 2009)**

**AMS 3.2.2.3-33 Order of Precedence (February 2009)**

**AMS 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment** (April 2011)

**AMS 3.2.2.7-8 Disclosure of Team Arrangements** (April 2008)

**AMS 3.2.4-34 Option to Extend Services** (April 1996)

**AMS 3.2.5-1 Officials Not to Benefit** (April 1996)

**AMS 3.2.5-3 Gratuities or Gifts** (January 1999)

**AMS 3.2.5-4 Contingent Fees** (October 1996)

**AMS 3.2.5-5 Anti-Kickback Procedures** (October 2010)

**AMS 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions** (October 2010)

**AMS 3.2.5-8 Whistleblower Protection for Contractor Employees** (April 1996)

**AMS 3.3.1-1 Payments** (April 1996)

**AMS 3.3.1-6 Discounts for Prompt Payment** (May 1997)

**AMS 3.3.1-8 Extras** (April 1997)

**AMS 3.3.1-10 Availability of Funds** (May 1997)

**AMS 3.3.1-15 Assignment of Claims** (April 1996)

**AMS 3.3.1-17 Prompt Payment** (April 2012)

**AMS 3.3.1-34 Payment by Electronic Funds Transfer- Central Contractor Registration** (February 2009)

**AMS 3.3.2-1 FAA Cost Principles** (October 1996)

**AMS 3.4.1-13 Errors and Omissions** (July 1996)

**AMS 3.4.2-6 Taxes - Contracts Performed in U.S. Possessions or Puerto Rico** (October 1996)

**AMS 3.4.2-8 Federal, State, and Local Taxes - Fixed Price Contract** (April 1996)

**AMS 3.5-1 Authorization and Consent** (January 2009)

**AMS 3.5-2 Notice and Assistance Regarding Patent and Copyright Infringement** (January 2009)

**AMS 3.6.1-3 Utilization of Small, Small Disadvantaged and Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns** (March 2009)

**AMS 3.6.1-4 Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan** (October 2010)

**AMS 3.6.1-6 Liquidated Damages - Subcontracting Plan** (January 2010)

**AMS 3.6.1-15 Post-Award Small Business Program Representation** (April 2011)

**AMS 3.6.2-2 Convict Labor** (April 1996)

**AMS 3.6.2-9 Equal Opportunity** (August 1998)

**AMS 3.6.2-13 Affirmative Action for Workers With Disabilities** (October 2010)

**AMS 3.6.2-16 Notice to the Government of Labor Disputes** (April 1996)

**AMS 3.6.2-39 Trafficking in Persons** (January 2008)

**AMS 3.6.2-44 Notification of Employee Rights Under the National Labor Relations Act** (January 2012)

**AMS 3.6.3-16 Drug Free Workplace** (March 2009)

**AMS 3.6.4-10 Restrictions on Certain Foreign Purchases** (January 2010)

**AMS 3.6.5-1 Utilization of Indian Organizations and Indian Owned Economic Enterprises** (March 2009)

**AMS 3.8.2-19 Prohibition on Advertising** (October 1996)

**AMS 3.9.1-1 Contract Disputes** (October 2011)

**AMS 3.9.1-2 Protest After Award** (August 1997)

**AMS 3.10.1-7 Bankruptcy** (April 1996)

**AMS 3.10.1-12 Changes - Fixed-Price** (April 1996)

**AMS 3.10.1-12 Changes - Fixed-Price Alternate I** (April 1996)

**AMS 3.10.1-25 Novation and Change-of-Name Agreements** (October 2007)

**AMS 3.10.2-1 Subcontracts (Fixed-Price Contracts)** (April 1996)

**AMS 3.10.6-1 Termination for Convenience of the Government (Fixed Price)** (October 1996)

**AMS 3.10.6-4 Default (Fixed-Price Supply and Service)** (October 1996)

**AMS 3.13-3 Printing or Copying Double-Sided on Postconsumer Fiber Content Paper** (January 2012)

**AMS 3.13-5 Seat Belt Use by Contractor Employees** (October 2001)

**AMS 3.13-11 Plain Language** (July 2006)

**AMS 3.13-13 Contractor Policy to Ban Text Messaging While Driving** (January 2011)

**AMS 3.13-14 Reporting Executive Compensation and First-Tier Subcontract Awards** (April 2011)

**PART III - SECTION J - LIST OF ATTACHMENTS**

| <u>ATTACHMENT</u> | <u>TITLE</u>                                    | <u>NO. OF PAGES</u> |
|-------------------|---|---------------------|
| 1                 | Contract Data Requirements List, Data Item A001 | 2                   |
| 2                 | Contract Data Requirements List, Data Item A002 | 2                   |
| 3                 | Contract Data Requirements List, Data Item A003 | 2                   |



**PART IV - SECTION K - REPRESENTATIONS, CERTIFICATIONS AND  
OTHER STATEMENTS OF OFFERORS  
K.1 BUSINESS DECLARATION**

1 Name of Firm: \_\_\_\_\_ Tax Identification No.: \_\_\_\_\_

2 Address of Firm: \_\_\_\_\_ DUNS No.: \_\_\_\_\_

3 a. Telephone Number of Firm: \_\_\_\_\_ b. Fax Number of Firm: \_\_\_\_\_

4 a. Name of Person Making Declaration \_\_\_\_\_

b. Telephone Number of Person Making Declaration \_\_\_\_\_

c. Position Held in the Company \_\_\_\_\_

5 Controlling Interest in Company (*"X" all appropriate boxes*)

☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American

☐ e. Other Minority (*Specify*) \_\_\_\_\_ ☐ f. Other (*Specify*) \_\_\_\_\_

☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (*Certification letter attached*) ☐ j. Service Disabled Veteran Small Business

6 Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?

☐ a. Yes ☐ b. No (*If "NO," provide the name and telephone number of the person who has this authority*) \_\_\_\_\_

7 Nature of Business (*Specify all services/products (NAIC)*) \_\_\_\_\_

8 (a) Years the firm has been in business \_\_\_\_\_ (b) No. of Employees \_\_\_\_\_

9 Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership

☐ c. Other (Explain) \_\_\_\_\_

10. Gross receipts of the firm for the last three years:

|                 |            |
|-----------------|------------|
| a.1. Year _____ | b.1. _____ |
| a.2. Year _____ | b.2. _____ |
| a.3. Year _____ | b.3. _____ |

11. Is the firm a small business? ☐ a. Yes ☐ b. No

12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No

13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

***I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING*** \_\_\_\_\_

***ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.***

14. a. Signature \_\_\_\_\_ b. Date: \_\_\_\_\_

c. Typed Name \_\_\_\_\_ d. Title: \_\_\_\_\_

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this SIR/RFO (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

**K.2 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000)**  
**CLA.0126**

(1) The North American Industry Classification System (NAICS) code for this acquisition is 611512.

(2) The small business size standard is \$25.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

**K.3 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION**  
**(MAR 1999)**

**CLA 4532**

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

**K.4 AMS 3.2.2.3-2 Minimum Offer Acceptance Period (July 2004)**

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of 60 calendar days

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

(1) The acceptance period stated in paragraph (c) of this provision; or

(2) Any longer acceptance period stated in paragraph (d) of this provision.

**K.5 AMS 3.2.2.3-10 Type of Business Organization (July 2004)**

By checking the applicable box, the offeror (you) represents that—

(a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_[specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in

\_\_\_\_\_  
(country)

**K.6 AMS 3.2.2.3-23 Place of Performance (July 2004)**

(a) The offeror (you), in fulfilling any contract resulting from this SIR, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at different addresses from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information:

Place of Performance Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Name of owner and operator, if other than the owner: \_\_\_\_\_

**K.7 AMS 3.2.2.3-35 Annual Representations and Certifications (July 2004)**

The offeror certifies that annual representations and certifications (check the appropriate block):

☐ (a) Dated \_\_\_\_\_ (insert date of signature on offer) which are incorporated by reference, have been submitted to the contracting office issuing this SIR and that the information is current, accurate, and complete as of the date of this offer, except as follows (insert changes that affect only this SIR; if 'none,' say so):

☐ (b) Are enclosed.

**K.8 AMS 3.2.2.3-70 Taxpayer Identification (July 2004)**

(a) Definitions.

(1) **"Common parent,"** as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) **"Corporate status,"** as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) **"Taxpayer Identification Number (TIN),"** as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to

comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other—State basis. \_\_\_\_\_

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

#### **K.9 AMS 3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has [ ] has not [ ] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default

**K.10 AMS 3.3.1-35 Certification of Registration in Central Contractor Registration (CCR)**  
(April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**K.11 AMS 3.6.2-5 Certification of Nonsegregated Facilities** (March 2009)

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**K.12 AMS 3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (May 1997)**

The offeror represents that--(a) It [ ] has, [ ] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It [ ] has, [ ] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.13 AMS 3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APR 1996)**

The offeror represents that-

(a) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.14 AMS 3.6.4-19 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (January 2012)**

(a) Definitions.

"Person"

(1) Means

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive Technology"

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically

(i) To restrict the flow of free, unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict the speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to Section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(3) The offeror must e-mail any questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with AMS Iran Sanctions Guidance, by submission of its offer, the offeror

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of

1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in AMS Trade Agreements Guidance.

#### **K.15 AMS 3.8.2-18 CERTIFICATION OF DATA (May 1997)**

(a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.

(b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.

(c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

#### **K.16 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

**AMS 3.2.5-2 Independent Price Determination (October 1996)**

**AMS 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (October 2010)**

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**PART IV - SECTION L - INSTRUCTIONS, CONDITIONS, AND  
NOTICE TO OFFERORS**

**L.1 PROPOSAL PREPARATION AND SUBMITTAL OF OFFERS**

(a) The Procurement Contract Specialist (PCO), **Harold Hannah**, is the **sole** point of contact for this acquisition. All written questions, correspondence, and submittals must be sent to the Contract Specialist at the address specified on Page 1, Item 8, of the Cover Page (Solicitation, Offer and Award) or via e-mail to [Harold.hannah@faa.gov](mailto:Harold.hannah@faa.gov). **DO NOT CONTACT THE PROGRAM OFFICE OR PROGRAM OFFICE PERSONNEL AT ANY TIME REGARDING THIS ACQUISITION.** Doing so could put your company at risk to be eliminated from competing.

(b) All offers are subject to all terms and conditions set forth and contained in this SIR. If all requested information is not furnished in the offeror's proposal, the offeror's proposal may be determined to be non-responsive and ineligible for contract award. Only one proposal from each offeror shall be considered. The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR/RFO which demonstrate an understanding of the complexity and scope of the requirements. The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.

(c) Sealed offers in original format and required copies as indicated in Table 1 of Section L10.1 below for furnishing the supplies or services in the Schedule will be received at the depository located in Room 313, Multi-Purpose Building, until 3:00 p.m. local time, as specified on Page 1, Item 8, of the Cover Page (Solicitation, Offer and Award).

(d) Offerors submitting proposals by hand-delivery will need to consider allowing sufficient time to process through the security procedures in place at the Mike Monroney Aeronautical Center (MMAC). Overnight delivery of proposals in response to this SIR may also be impacted if not sent in sufficient time to allow for the special mail handling procedures in place at the MMAC.

(e) **CAUTION – Late Submissions, Modifications, and Withdrawals:** See Section L, AMS Provision 3.2.2.3-14. All offers are subject to all terms and conditions set forth and contained in this solicitation. Electronic submissions are acceptable; however, the original and required copies of the proposals must be received by the due date and time specified.

(f) All referenced documents for this solicitation are available on the FAA Contract Opportunities web site at <http://faaco.faa.gov>. Potential offerors are encouraged to subscribe for real-time e-mail notifications when information has been posted to the website for this solicitation.

**L.2 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS:**

(a) This document is a competitive full and open to both small and large businesses Screening Information Request (SIR)/Request for Proposal (RFP). The acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS) of 1997.

(b) **A "Lowest Price Technically Acceptable (LPTA)"** source selection will be conducted for delivery of FAA Initial and Recurrent Pilot training on Hawker Beechcraft 300 Super King Air with Proline Avionics. Complete written proposal submissions are required. Additional instructions are provided in Sections L and M. Offerors are to consider all terms and conditions contained in the formal SIR in preparation of the proposals set forth herein.

(c) The selection will be determined from FAA review of each proposal and evaluation of the representations submitted by each offeror. The offeror must submit their proposal in accordance with instructions and evaluation factors identified in Section L. Non-conformance with these instructions may result in an unfavorable proposal evaluation. FAA

review and evaluation shall be conducted in accordance with the evaluation criteria in Section M.

(d) The process will involve the evaluation of your proposal and the representation of your current qualifications to perform the tasks which under this requirement. Evaluation of the proposal submittal will consist of the SIR review, technical evaluation, price analysis, and past performance survey. The Technical Evaluation will be conducted to determine a technical pass/fail basis. If any aspect of the vendor's proposal is found to be insufficient, the proposal may be determined to be unacceptable, and ineligible for award. The evaluations will permit the FAA to select an offeror whose submissions are determined to be the lowest price, technically acceptable offeror.

(e) Specific attention is invited to AMS paragraph 3.2.2.3.1.2.2, Communications with Offerors. The FAA may communicate with one or more Offerors at any time during the SIR process. Communications with one offeror do not necessitate communications with other Offerors, since communications may be offeror-specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors.

(f) SIR/RFO DTFAAC-10-R-03130 constitutes a formal SIR for which award may be made from the formal Screening Information Request (SIR) without further discussions/negotiations

(g) This SIR is not to be construed as a contract or a commitment of any kind. The Government and the FAA shall not be liable for payment of nor reimburse offerors or contractors for any and all costs incurred in the preparation and/or submittal of a proposal in response to this SIR or a resultant task order. All proposal preparation and/or submittal costs are at the risk of the offeror or contractor.

(h) Proposals from unsuccessful offerors will not be returned to the offeror. Proposal originals will be retained in the contract file. The Contracting Officer will destroy all other copies.

### L.3 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

(a) Each offeror will submit information identified in the volumes as set forth in Table 1 below. The data submitted should be complete, concise and relevant to the requirements of the SIR and are required to be submitted in the format outlined below. Proposals that are received that do not follow the format stated below may be determined to be unacceptable and shall be removed from further consideration for award.

(b) The titles and contents of the volumes should be as defined in Table 1 of this document along with the required number of copies. Each volume should be submitted in an individual binder/folder.

Table 1. Proposal Organization

| Volume | Title                      | Copies | Page Limit    |
|--------|----------------------------|--------|---------------|
| I      | Contract/SIR Documentation | 1      | All SIR PAGES |

Note --(The SIR form to be returned is a completed copy of all pages of the solicitation document, from page 1 through solicitation Section M. Make sure all clauses that require contractor fill-in are completed.)

|    |                    |                        |     |
|----|--------------------|------------------------|-----|
| II | Technical Proposal | Original plus 3 copies | 100 |
|----|--------------------|------------------------|-----|

Note --(the offeror's proposed initial and recurrent curricula/course pages for each aircraft type set forth in Schedule B, does not count in the above page limitation. Each will be an appendix to Volume II)

|     |                |           |          |
|-----|----------------|-----------|----------|
| III | Price Proposal | 1 plus CD | no limit |
|-----|----------------|-----------|----------|

Note --(Pricing Provided IAW with Section B CLINS estimates, and totals for each year, and total for all five (5) years). The CD should be provided in Excel Format.

- (c) Common items for each volume are:
  - (1) Margins. No smaller than one (1) inch around the perimeter of each sheet of paper.
  - (2) Page Printing. Printing may be on one side only. If printing is on both sides of the paper it will be counted as two (2) pages.
  - (3) Single or double spacing (Offeror's option)
  - (4) Font: no smaller than 11 point
  - (4) Volume/Page. A footer identifying the volume number, page number, and total number of pages should be put on the bottom of each page.
  - (5) All volumes should be marked "Procurement Sensitive." (Exception: SIR). All sections shall be submitted to the Contracting Officer not later than the proposal due date.
  - (6) All volumes should be separately bound in three-ring, loose-leaf binders.

#### **L.4 SIR DOCUMENTATION – VOLUME I**

This volume will provide information to the FAA for preparing the contract document and supporting file. Offerors' must complete and sign and date Section A, Solicitation, Offer and Award (SF33); Section B, Supplies or Services and Prices/Costs; all required clause fill-in, Section K - Representations and Certifications with all required information and signatures. Completion of these documents indicates that the offeror has read and agrees to the terms and conditions contained in RFO Sections A through M and the attachments. The FAA may consider offerors who take exception to the terms and conditions of SIR Sections A through M to be unacceptable and therefore ineligible for award, and such offerors may not be given the opportunity to revise their offers.

#### **L.5 TECHNICAL PROPOSAL- VOLUME II**

(a) The contractor will provide a technical overview of their abilities to provide the Pilot Training in all aircraft types identified in Section B, Supplies, Services, and Prices/Cost. The Technical proposal must validate the technical factors described herein. The vendors must submit a technical proposal that demonstrates technical capability and Descriptive Literature to validate current technical qualifications and certifications for the Technical Factors below (L.5 (b)):

- (1) Offerors must submit technical proposals (original plus three copies), The technical proposal must be specific and in sufficient detail to enable an evaluation team to make a thorough evaluation to determine if the proposed services meet the requirements of the Government and to determine that the offeror has a thorough understanding of the requirement.
- (2) Offerors are advised to submit proposals, which are clear and comprehensive without additional explanation or information. Additional information may be requested from offerors whose proposals are considered to be reasonably susceptible to being made acceptable; however, the Government reserves the right to award a contract based on initial offers received, without discussions or negotiations.
- (3) The technical proposal must provide information to address the following technical evaluation factors, which are all equal in importance:

##### **(b) Technical Evaluation Factors:**

To demonstrate compliance the vendor's technical proposal must address, demonstrate, provide copies of, or documentation that clearly shows that they meet the factor to include items such as: a signed approval letter from the FAA authorizing a 14 CFR Part 142 training program, the approved course syllabus, and the training specification paragraph authorizing the training course **for each** of the aircraft configurations they propose to provide as set forth in Section B, Schedule of the SIR.

**Technical Evaluation Factor 1**

The offeror's technical proposal must provide documentation that clearly demonstrates that the offeror holds a Code of Federal Regulations (CFR) Part 135 training program/course with initial and recurrent ground school and simulator training, as required in the Performance Work Statement (PWS), provided by a CFR Part 142 approved training center for the Federal Aviation Administration (FAA), Aviation System Standards (AVN) pilots in aircraft types identified in Section B, Supplies, Services, and Prices/Cost.

Standard: The standard is met when the offeror provides the following items: a signed approval letter from the FAA authorizing a CFR Part 142 training program, the approved course syllabus for all aircraft, and the training specification paragraph authorizing the training course for each of the aircraft configurations they propose to provide as set forth in Section B, Schedule of the SIR.

**Technical Evaluation Factor 2**

The offeror's technical proposal must provide documentation that clearly demonstrates ownership or lease of the flight simulation/training devices to be used in the training for each course proposed as shown in SIR Section B, Schedule of Items.

Standard: The standard is met when the offeror provides copies of ownership documentation or lease agreements for the specific aircraft flight simulation training devices to be used for each course proposed. The approved simulator is defined as a mechanical and /or electronic device that simulates the full flight characteristics, navigation capability, and all systems malfunction characteristics of a specific type and model of aircraft. It shall duplicate the aircraft cockpit throughout with precision. It shall have at least three axis motion. It shall have a visual system capable of both day and night operations. The simulator must be Level D or higher and be approved by the FAA in accordance with 14 CFR Parts 60,135 & 142 and AC 120-40. The cockpit training device is a mechanical and/or electronic device that simulates a specific type and model aircraft to provide realistic flight deck environment, instrument responses, systems and performance, and flight characteristics of the aircraft and be approved by the FAA in accordance with FAA Advisory Circular, AC 1130-45 (as amended). All simulators and cockpit training devices will meet the requirements set forth in the PWS paragraph 1.3 and 1.7.6.

**Technical Evaluation Factor 3**

The offeror's technical proposal must provide documentation that clearly demonstrates and provides a description of the administrative processes to be used to meet the requirements set forth in the Performance Work Statement.

Standard: The standard is met when the offeror is able to provide documentation that demonstrates or provides a description of the administrative processes to be used to meet the requirements set forth in PWS paragraphs 1.7.4, 1.7.5, 1.7.12, 1.7.13, 1.7.15, 1.7.16 and 1.7.17.

#### **Technical Evaluation Factor 4**

The offeror's technical proposal must provide documentation that clearly demonstrates and provides proposed ground and Flight Simulator Training hours to meet requirements set forth in the SIR, Schedule B, specifically addressing the Performance Work Statement for each course proposed.

Standard: The standard is met when the offeror's technical proposal provides the proposed initial and recurrent curricula for each aircraft type and when the curricula meets the requirements set forth in the Performance Work Statement paragraphs 1.1.2 and 1.6.

#### **Technical Evaluation Factor 5**

The offeror's technical proposal must identify the proposed training schedule necessary to complete all training and testing for each course proposed in Section B, Schedule of the SIR.

Standard: The offeror's technical proposal clearly states the number of training days and hours per day required to complete all training and testing for each course proposed. The offeror will submit a proposed training schedule for all aircraft that complies with the requirements set forth in the PWS paragraphs 1.1.2, 1.6 and 1.7.14.

### **L.6 PRICE PROPOSAL – VOLUME III**

**This section shall contain Contractor pricing.** Note: The Government anticipates that pricing of this action will be based on adequate price competition; therefore, offerors are not required to submit with their offer, in support of the price, man-hours, material costs and any other recurring or non-recurring costs. If however, competition does not materialize, the Contracting Officer may require upon request "other than certified cost and pricing" deemed necessary to adequately evaluate the reasonableness of the price after receipt of proposals. Examples of "other than certified cost and pricing" include: competitive published lists, published market prices, similar quote and/or copies of actual vendor quotations received. The offeror shall provide the name, title, telephone number, fax number, and email address for the individual designated as the central point of contract for this proposal.

### **L.7 PAST PERFORMANCE REFERENCES**

Offerors shall submit the following information as part of their proposal for both the offeror and proposed major subcontractors. Document shall be attached as an Appendix to the cost section of the proposal, Volume III.

(a). A list of the last 3 (three) contracts and subcontracts completed during the past three years and all contracts and subcontracts currently in process that are similar in scope, complexity, and magnitude to the requirements described in this Performance Work Statement.

1. Contracts listed may include those entered into by the federal government, agencies of state and local governments, and commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel. Include the following information for each contract and subcontract:
  2. Agency or entity name
  3. Project or program title

4. Contract number
5. Contract type (i.e. firm fixed-price, labor-hour, etc)
6. Total contract value (\$)
7. Description of Contract work performed
8. Contract start-completion dates
9. Contracting Officer name, telephone, email, and fax number
10. Program manager name, telephone, email, and fax number
11. Administrative Contracting Officer name, if different from # 6, and telephone, email, and fax number.
12. List of major subcontractors

Note: The offeror is responsible for verifying references before submission to ensure all information is correct. Offerors must explain what aspects of the contracts identified are deemed relevant to the proposed effort and to what aspects of the proposed effort they relate. Offerors are encouraged to provide points of contacts who are willing to complete and return a past performance questionnaire that will be issued by the Contracting Officer. The Government intends to use the POCs as references to validate the accuracy of past performance.

(b) The offeror may provide information on problems encountered on the contracts and subcontracts identified in A above and corrective actions taken to resolve those problems. Offerors should provide general information on their performance on the identified contracts. General performance information will be obtained from the references.

#### **L.8 NOTICE TO OFFERORS OF AVAILABILITY OF FUNDS (JAN 1997)**

**CLA 2710**

The purpose of this provision is to put offerors on notice that funds are not presently available for this procurement. Offerors are hereby notified that this solicitation may be canceled. If funds do not become available, the Government will not be liable for any proposal preparation costs if this solicitation is canceled. Offerors will prepare proposals at their own risk. Therefore, the Government's obligation is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer and no contract may be awarded until funds are available.

#### **L.9 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997)** **CLA.4533**

Offeror's are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

**L.10 AMS 3.2.2.3-5 DESCRIPTIVE LITERATURE (JULY 2004)**

(a) "Descriptive literature" means information (for example cuts, Certificates, illustrations, drawings, and brochures) submitted as part of an offer. The FAA (we) may need descriptive literature to evaluate details of the product. These details may be about:

- (1) Design;
- (2) Materials;
- (3) Components;
- (4) Performance characteristics; or
- (5) Methods of manufacture, assembly, construction, or operation.

(b) Descriptive literature includes only information the FAA needs to determine that the offeror (you) will provide technically-acceptable products.

(c) The offeror (you) must mark or highlight the items you are submitting as descriptive literature so we can readily find them in you offer.

(d) The Contracting Officer (CO) may reject offers that fail to submit descriptive literature on time (see the "Late Submissions, Modifications, and Withdrawals of Offers" provision of this SIR) or in which the descriptive literature does not show that the product offered conforms to the SIR requirements.

(e) The CO may waive the SIR requirement for descriptive literature if you indicate in subparagraph (e)(1) below that you supplied a comparable product under an earlier FAA contract and the CO determines that the product meets this SIR's requirements.

(1) You represent that you ☐ have, ☐ have not ☐ [check applicable box] supplied a product to us FAA Aero Center AMQ under an earlier FAA contract that is the same as the product offered under this SIR.

(2) If you checked 'have' in paragraph (e)(1), and seek a waiver of the requirement for descriptive literature, submit the following information as part of your offer:

Earlier contract number \_\_\_\_\_

Date of earlier contract \_\_\_\_\_

Contract line item number of product supplied \_\_\_\_\_

Name and address of government activity  
to which you delivered the product \_\_\_\_\_

Date of final delivery of product \_\_\_\_\_

(f) You must submit offers on the basis of required descriptive literature or on the basis of a product you supplied previously under paragraph (e). Once you submit an offer on one of these two bases and the deadline for us to receive offers has passed, you may not elect to have your offer considered on the alternative basis. The Government will disregard your request for a waiver under paragraph (e) above if you have submitted the descriptive literature this SIR requires.

**L.11 AMS 3.2.2.3-15 Authorized Negotiators (July 2004)**

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer: Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone number: \_\_\_\_\_

**L.12 AMS 3.2.2.3-20 ELECTRONIC OFFERS (JUL 2004)**

(a) The offeror (you) may submit responses to this SIR by mail or email. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to Harold Hannah at [harold.hannah@faa.gov](mailto:harold.hannah@faa.gov).

(f) if you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

**L.13 AMS 3.2.2.3-38 REQUIREMENTS FOR COST OR PRICING DATA OR OTHER INFORMATION (JULY 2004)**

Offerors (you) may submit certificates of current cost or pricing data (CCCPD) or you may request an exception to this requirement. Depending on the option you use, you must submit either the CCCPD shown in paragraph (e) of clause 3.2.2.3-39, "Requirements for Cost or Pricing Data or Information - Modifications" (the clause) or request an exception consistent with the information in the clause. Any information in the clause regarding the CCCPD or the exception that is relevant to an offer is incorporated into this provision.

**L.14 AMS 3.2.2.3-38/alt2 REQUIREMENTS FOR COST OR PRICING DATA OR OTHER INFORMATION (JULY 2004)**

(a) The FAA does not require cost or pricing data.

(b) The offeror must provide the following information

1. Commercial catalog or published
2. Evidence of sales and pricing/rate offered in the commercial market
3. Financial disclosure
4. Methods of Assembly and Operation

**L.15 AMS 3.2.4-1 TYPE OF CONTRACT (APR 1996)**

The FAA contemplates award of an Indefinite Delivery/Requirements type contract with fixed unit pricing per contract period resulting from this Screening Information Request (SIR).

**L.16 AMS 3.9.1-3 PROTEST (OCT 2011)**

**AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:**

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after



its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile or if permitted by order of the ODRA, by electronic filing.. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition  
Federal Aviation Administration  
800 Independence Ave., S.W.  
Room 323  
Washington, DC 20591

Telephone: (202) 267-3290  
Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is

to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

#### **L.17 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

- 3.2.2.3-1 False Statements in Offers** (July 2004)
- 3.2.2.3-6 Submittals in the English Language** (July 2004)
- 3.2.2.3-7 Submittals in U.S. Currency** (July 2004)
- 3.2.2.3-11 Unnecessarily Elaborate Submittals** (July 2004)
- 3.2.2.3-12 Amendments to Screening Information Requests** (July 2004)
- 3.2.2.3-13 Submission of Information/Documentation/Offer** (July 2004)
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals**  
(July 2004)
- 3.2.2.3-16 Restricting, Disclosing and Using Data** (July 2004)
- 3.2.2.3-17 Preparation of Offers** (July 2004)
- 3.2.2.3-18 Prospective Offeror's Requests for Explanations** (February 2009)
- 3.2.2.3-19 Contract Award** (July 2004)
- 3.13-4 Contractor Identification Number—Data Universal Numbering System (DUNS) Number** (April 2006)

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## **PART IV - SECTION M - EVALUATION FACTORS FOR AWARD**

**M.1. Basis for Contract Award:** This SIR solicits proposals on a non-restricted competitive basis with full and open competition. This acquisition will utilize Lowest Price Technically Acceptable (LPTA) source selection procedures in accordance with AMS, Section 3, Procurement Policy. Technical tradeoffs will not be made and no additional credit will be given for exceeding acceptability. Award will be made to the acceptable offeror with the lowest evaluated price, which is deemed responsible and whose proposal conforms to the solicitation requirements. The solicitation requirements include all stated terms, conditions, representations, certifications, and other information required by Section L of this solicitation.

As set forth in AMS 3.2.2.3-19 Contract Award (July 2004), the Government reserves the right to award without discussions. Therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. Be advised that the competitive range, if required, may be reduced for purposes of efficiency pursuant to AMS 3.2.2.3. Upon receipt of proposals, the Government will conduct an initial evaluation. The Government may conduct communications with offerors whose exclusion from or inclusion in the competitive range is uncertain. Communications shall not provide an opportunity for any offeror to revise its proposal.

**b. Number of Contracts to be Awarded:**

The Government intends to select one contractor for the FAA Initial and Recurrent Pilot training on Hawker Beechcraft 300 Super King Air with ProLine 21 Avionics. Multiple awards will not be considered. However, the Government reserves the right not to award a contract at all, depending on the quality of the proposals and prices submitted and the availability of funds.

**c. Rejection of Unrealistic Offer:**

The Government may reject any proposal that is evaluated to be unreasonable or unrealistic in terms of program commitments, including contract terms and conditions, or unrealistically high or low in cost/price when compared to Government estimates, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program.

**d. Correction Potential of Proposal:**

The Government will consider, throughout the evaluation, the "correction potential" of any deficiency or uncertainty. The judgment of such "correction potential" is within the sole discretion of the Government. If an aspect of an offeror's proposal not meeting the Government's requirements is not considered correctable, the offeror may be eliminated from the competitive range.

**e. Competitive Range Determination**

During the evaluation process multiple competitive range determinations may be made that eliminate Offerors from the competition. A competitive range determination may eliminate Offerors based on their initial proposal evaluation results, after discussions (if necessary), prior to issuance of the Final Proposal Revision request or for efficiency. If Offerors are excluded from the competitive range they may request a debriefing IAW AMS 3.2.2.3.

#### **f. Evaluation Methodology:**

Technical acceptability will be evaluated on all offers. Only those offers determined to be technically acceptable, either initially or as a result of discussions, will be considered for award. Then, price will be evaluated and the proposals will be listed from lowest to highest price based on the total evaluated price. Award will be made to the lowest evaluated priced proposal meeting the acceptability standards for the non-cost factors.

#### **g. Award decision**

The award decision will be made as follows:

(1) Step One – Determine Technical Acceptability. The technical evaluation provides an assessment of the offeror's capability to satisfy the Government's minimum requirements. The Government will evaluate all technical proposals received by the required date/time. Each Technical evaluation factor will receive a rating of Acceptable or Unacceptable. If any factor is rated "Unacceptable", the entire proposal is rendered technically unacceptable, and the proposal will be removed from the competitive range. Only proposals deemed technically acceptable (either initially or as the result of discussions) will be considered for award. The ratings are defined in the following paragraphs.

(a) Acceptable: The proposal meets all the minimum mandatory requirements in the solicitation identified as technical evaluation factors. Only those proposals determined acceptable, either initially or as a result of discussions, will be considered for award. Once deemed acceptable, all technical capability proposals are considered to be equal.

(b) Unacceptable: Fails to meet all the minimum mandatory requirements in the solicitation identified as technical evaluation factors. Proposals with an unacceptable rating will not be considered for award.

(2) Step Two – Evaluate Price. The offeror's Price proposal will be evaluated, for award purposes, based upon the total price of all CLINs (0001 through 0080) in Section B. The Cost/Price proposal will be reviewed for completeness and accuracy of the offeror's price calculation and price analysis will be conducted to determine realism, and reasonableness. Reasonableness will be based upon that overall evaluated price. Proposals (whether initial or revised submissions) which are unbalanced may indicate Offeror's failure to understand contract requirements. A summation of the CLIN total price (unit price \* quantity), and government estimated CLIN(s) (where provided) should be identified to reflect the total contract price for the base year, and each option year period. The total evaluated price will consist of the total of the Base Year period and Option Year periods One (1) through Four (4). If reasonableness of price is not determined through price competition, then the FAA may require the review of rationale and supporting data to establish the reasonableness of proposed price(s).

(3) Step Three – Award Decision. Award will be made to the lowest priced, technically acceptable offeror, subject to a positive responsibility determination and conformance of the offeror's proposal to the terms and conditions of the solicitation.

#### **h. Evaluation Factors**

The following evaluation factors will be used to evaluate each proposal. Award will be made to the responsible offeror proposing the **lowest price, technically acceptable offer** based upon an integrated assessment of the evaluation factors. All Technical Evaluation Factors 1 through 5 must all obtain an "Acceptable" rating in order for the proposal to be considered

for award. Award will be made to the acceptable offeror with the lowest evaluated price, which is deemed responsible and whose proposal conforms to the solicitation requirements.

All factors must be Acceptable for the Technical proposal to be deemed Technically Acceptable.

Any offeror whose Technical Proposal does not address **all** Evaluation Factors will be considered ineligible for award.

Technical proposals will be evaluated according to the five (5) Technical Evaluation Factors listed below which are **all equal in importance and rated as Acceptable or Unacceptable:**

#### **TECHNICAL EVALUATION FACTOR 1:**

The offeror's technical proposal must provide documentation that clearly demonstrates that the offeror holds a Code of Federal Regulations (CFR) Part 135 training program/course with initial and recurrent ground school and simulator training, as required in the Performance Work Statement (PWS), provided by a CFR Part 142 approved training center for the Federal Aviation Administration (FAA), Aviation System Standards (AVN) pilots in aircraft types identified in Section B, Supplies, Services, and Prices/Cost.

Standard: The standard is met when the offeror provides the following items: a signed approval letter from the FAA authorizing a CFR Part 142 training program, the approved course syllabus for all aircraft, and the training specification paragraph authorizing the training course for each of the aircraft configurations they propose to provide as set forth in Section B, Schedule of the SIR.

#### **TECHNICAL EVALUATION FACTOR 2:**

The offeror's technical proposal must provide documentation that clearly demonstrates ownership or lease of the flight simulation/training devices to be used in the training for each course proposed as shown in SIR Section B, Schedule of Items.

Standard: The standard is met when the offeror provides copies of ownership documentation or lease agreements for the specific aircraft flight simulation training devices to be used for each course proposed. The approved simulator is defined as a mechanical and /or electronic device that simulates the full flight characteristics, navigation capability, and all systems malfunction characteristics of a specific type and model of aircraft. It shall duplicate the aircraft cockpit throughout with precision. It shall have at least three axis motion. It shall have a visual system capable of both day and night operations. The simulator must be Level D or higher and be approved by the FAA in accordance with 14 CFR Parts 60,135 & 142 and AC 120-40. The cockpit training device is a mechanical and/or electronic device that simulates a specific type and model aircraft to provide realistic flight deck environment, instrument responses, systems and performance, and flight characteristics of the aircraft and be approved by the FAA in accordance with FAA Advisory Circular, AC 1130-45 (as amended). All simulators and cockpit training devices will meet the requirements set forth in the PWS paragraph 1.3 and 1.7.6.

### **TECHNICAL EVALUATION FACTOR 3:**

The offeror's technical proposal must provide documentation that clearly demonstrates and provides a description of the administrative processes to be used to meet the requirements set forth in the Performance Work Statement.

Standard: The standard is met when the offeror is able to provide documentation that demonstrates or provides a description of the administrative processes to be used to meet the requirements set forth in PWS paragraphs 1.7.4, 1.7.5, 1.7.12, 1.7.13, 1.7.15, 1.7.16 and 1.7.17.

### **TECHNICAL EVALUATION FACTOR 4:**

The offeror's technical proposal must provide documentation that clearly demonstrates and provides proposed ground and Flight Simulator Training hours to meet requirements set forth in the SIR, Schedule B, specifically addressing the Performance Work Statement for each course proposed.

Standard: The standard is met when the offeror's technical proposal provides the proposed initial and recurrent curricula for each aircraft type and when the curricula meets the requirements set forth in the Performance Work Statement paragraphs 1.1.2 and 1.6.

### **TECHNICAL EVALUATION FACTOR 5:**

The offeror's technical proposal must identify the proposed training schedule necessary to complete all training and testing for each course proposed in Section B, Schedule of the SIR.

Standard: The offeror's technical proposal clearly states the number of training days and hours per day required to complete all training and testing for each course proposed. The offeror will submit a proposed training schedule for all aircraft that complies with the requirements set forth in the PWS paragraphs 1.1.2, 1.6 and 1.7.14.

### **i. Past Performance**

Some or all of the References provided in accordance with Section L7 may be contacted to confirm the validity of the information provided and to obtain past performance information. Past performance information is relevant information, for future source selection purposes, regarding a contractor's actions under previously awarded contracts. It includes, for example, the contractor's record of conforming to contract requirements and to standards of good workmanship; the contractor's record of forecasting and controlling costs; the contractor's adherence to contract schedules, including the administrative aspects of performance; the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; the contractor's record of integrity and business ethics, and generally, the contractor's business-like concern for the interest of the customer. Relevant contracts and subcontracts are those that are similar in size, scope, and complexity to the requirements described in the Performance Work Statement and that have been completed during the past three years or are currently in progress.

Past Performance Information will be considered as a part of the assessment of an offeror's responsibility determination in performing the requirements of this contract as proposed. To be determined responsible, a prospective contractor must have a satisfactory performance record. Past performance is considered satisfactory when sources of information state that performance of relevant contracts met minimum contractual requirements. A prospective contractor that is or

recently has been seriously deficient in contract performance shall be presumed to be non-responsible, unless the contracting officer determines that the circumstances were properly beyond the contractor's control, or that the contractor has taken appropriate corrective action. A prospective offeror without a record of past performance information or for whom past performance is not available shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history. Purchases shall be made from, and contracts shall be awarded to, responsible prospective contractors only.

Offerors are cautioned that the FAA may use the data provided by other sources in assessing risk associated with past performance and experience. Offerors, who are otherwise determined ineligible to receive an award, may not be given an opportunity to rebut information considered negative and relevant to the evaluation if the information was obtained from other sources. An offeror who would be eligible to receive an award and has been determined non-responsible due to a record of poor past performance may be permitted reasonable time to comment on the findings. While the FAA may consider data from other sources, the burden of providing thorough and complete past performance data rests with the offeror.

## **M.2 AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (July 2011)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

**AMS 3.2.2.3-19 Contract Award** (July 2004)

**AMS 3.2.4-31 Evaluation of Options** (April 1996)

**AMS 3.3.1-30 Progress Payments Not Included** (November 1997)

### **NOTICE Small and Disadvantaged Business Notification**

"This Notice is for informational purposes for Minority, Women-Owned and Disadvantaged Business Enterprises. The Department of Transportation (DOT), Office of Small and Disadvantaged Business Utilization, has a program to assist small businesses, small businesses owned and controlled by a socially and economically disadvantaged individuals, and women-owned concerns to acquire short-term working capital assistance for transportation-related contracts. Loans are available under the DOT Short Term Lending Program (STLP) at prime interest rates to provide accounts receivable financing. The maximum line of credit is \$500,000. For further information and applicable forms concerning the STLP, call the OSDDBU at (800) 532 1169."

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